

BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of

Michael Joseph Nanaszko, M.D.

Holder of License No. **R72595**
For the Practice of Allopathic Medicine

In the State of Arizona.

Case No. MD-15-0007A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE LIMITATION AND
ASSESSMENT**

(Non-Disciplinary)

INTERIM CONSENT AGREEMENT

Michael Joseph Nanaszko, M.D. ("Respondent") elects to permanently waive any right to a hearing and appeal with respect to this Interim Consent Agreement for Practice Limitation and Assessment; admits the jurisdiction of the Arizona Medical Board ("Board"); and consents to the entry of this Order by the Board.

INTERIM FINDINGS OF FACT

1. The Board is the duly constituted authority for the regulation and control of the practice of allopathic medicine in the State of Arizona.

2. Physician is the holder of License No. R72595 for the practice of allopathic medicine in the State of Arizona.

3. The Board initiated case number MD-15-0007A after receiving a self-report, through counsel, that Respondent had been charged with a misdemeanor for driving under the influence.

4. Respondent was referred for a Physician Health Program ("PHP") assessment which was completed on January 28, 2015. The assessor found that it would be most appropriate for Respondent to undergo a comprehensive evaluation at a Board-approved center in order to determine the appropriate level of monitoring and treatment.

5. Respondent was given an extension of time to undergo the evaluation, but declined citing problems in scheduling around his residency. However, Respondent's

1 residency director supported giving Respondent time to complete the evaluation and
2 treatment, if warranted.

3 6. After reviewing the allegations and summary of findings, and consulting with
4 the Board's medical consultant, who agreed that an evaluation is necessary, the Executive
5 Director issued an Interim Order for Evaluation on April 9, 2015. Respondent was given
6 fourteen (14) days to present for the evaluation.

7 7. On April 28, 2015, Respondent notified Board staff that he would not be
8 attending the evaluation as ordered.

9 8. The aforementioned information was presented to the investigative staff, the
10 medical consultant and the lead Board member. All reviewed the information and concur
11 that an interim consent agreement to limit Respondent's practice is appropriate.

12 **INTERIM CONCLUSIONS OF LAW**

13 1. The Board possesses jurisdiction over the subject matter hereof and over
14 Respondent.

15 2. Pursuant to A.A.C. R4-16-509, the executive director has the authority to
16 enter into consent agreements to limit a physician's practice if there is evidence that he is
17 mentally unable to safely engage in the practice of medicine and the investigative staff, the
18 medical consultant and the lead Board member concur after a review of the case that a
19 consent agreement is appropriate.

20 3. In addition, pursuant to A.R.S. §§ 32-1405(C)(25) and 32-1451(F), the
21 executive director, on behalf of the Board, has the authority to enter into consent
22 agreements if there is evidence of danger to the public health and safety.

23 **INTERIM ORDER**

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25 IT IS HEREBY ORDERED THAT:

1 1. Respondent is prohibited from engaging in the practice of medicine in the
2 State of Arizona as set forth in A.R.S. § 32-1401(22) until he applies to the Executive
3 Director and receives affirmative permission to do so as stated in paragraph 5 below.
4 Respondent may not apply for relief from this Interim Consent Agreement until he has
5 completed complete an independent comprehensive evaluation at a Board-approved
6 evaluation center by no later than September 15, 2015, after which Respondent shall meet
7 again with the PHP for a post-evaluation assessment. Respondent must comply with all
8 recommendations that arise as a result of the evaluation including any recommendation
9 that he undergo and successfully complete further residential treatment at a Board-
10 approved facility.

11 2. Respondent shall provide a copy of this Order to the evaluating facility and
12 any treating facility and shall sign a consent form to release all confidential evaluation
13 and/or treatment records to the Board.

14 3. Respondent is responsible for all expenses relating to the evaluation and any
15 subsequent recommended treatment.

16 4. Respondent shall instruct any attorney retained on his behalf not to contact
17 the evaluating facility and/or any treatment facility. Any questions or concerns must be
18 addressed to Board Staff.

19 5. Once all of the requirements set forth in paragraph 1 have been met,
20 Respondent may request, in writing, release and/or modification from this Interim Consent
21 Agreement. The Executive Director in consultation with and agreement of the Lead
22 Board Member and Medical Consultant have the sole discretion to determine whether it is
23 appropriate to release Respondent from this Interim Consent Agreement.

24 6. This Interim Consent Agreement is not a final decision by the Board
25 regarding the pending investigative file and as such is subject to further consideration by

1 the Board. In addition, the Board retains jurisdiction and may initiate a separate
2 disciplinary action based on the facts and circumstances that form the basis for this
3 practice limitation or any violation of this Interim Consent Agreement.

4 **RECITALS**

5 Respondent understands and agrees that:

6 1. The Board, through its Executive Director, may adopt this Interim Consent
7 Agreement, or any part thereof, pursuant to A.R.S. §§ 32-1405(C)(25) and 32-1451(F) and
8 A.A.C. R4-16-509.

9 2. Respondent has read and understands this Interim Consent Agreement as
10 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
11 with an attorney or has waived the opportunity to discuss this Interim Consent Agreement
12 with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and
13 by doing so agrees to abide by all of its terms and conditions.

14 3. By entering into this Interim Consent Agreement, Respondent freely and
15 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
16 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or
17 any other administrative and/or judicial action, concerning the matters related to the
18 Interim Consent Agreement.

19 4. Respondent understands that this Interim Consent Agreement does not
20 constitute a dismissal or resolution of this matter or any matters that may be currently
21 pending before the Board and does not constitute any waiver, express or implied, of the
22 Board's statutory authority or jurisdiction regarding any other pending or future
23 investigations, actions, or proceedings. Respondent also understands that acceptance of
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1 this Interim Consent Agreement does not preclude any other agency, subdivision, or
2 officer of this State from instituting civil or criminal proceedings with respect to the conduct
3 that is the subject of this Interim Consent Agreement. Respondent further does not
4 relinquish his rights to an administrative hearing, rehearing, review, reconsideration,
5 judicial review or any other administrative and/or judicial action, concerning the matters
6 related to a final disposition of this matter, unless he affirmatively does so as part of the
7 final resolution of this matter.

8 5. Respondent acknowledges and agrees that upon signing this Interim
9 Consent Agreement and returning it to the Board's Executive Director, Respondent may
10 not revoke his acceptance of this Interim Consent Agreement or make any modifications to
11 it. Any modification of this original document is ineffective and void unless mutually
12 approved by the parties in writing.

13 6. Respondent understands that this Interim Consent Agreement shall not
14 become effective unless and until it is signed by the Board's Executive Director.

15 7. Respondent understands and agrees that if the Board's Executive Director
16 does not adopt this Interim Consent Agreement, he will not assert in any future
17 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
18 bias, prejudice, prejudgment, or other similar defense.

19 8. Respondent understands that this Interim Consent Agreement is a public
20 record that may be publicly disseminated as a formal action of the Board.

21 9. Respondent understands that this Interim Consent Agreement does not
22 alleviate his responsibility to comply with the applicable license-renewal statutes and rules.
23 If this Interim Consent Agreement remains in effect at the time Respondent's allopathic
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1 medical license comes up for renewal, he must renew his license if Respondent wishes to
2 retain his license. If Respondent elects not to renew his license as prescribed by statute
3 and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-
4 3202), become suspended until the Board takes final action in this matter. Once the
5 Board takes final action, in order for Respondent to be licensed in the future, he must
6 submit a new application for licensure and meet all of the requirements set forth in the
7 statutes and rules at that time.

8 10. Respondent understands that any violation of this Interim Consent
9 Agreement constitutes unprofessional conduct under A.R.S. §§ 32-1401(27)(r) ("[v]iolating
10 a formal order, probation, consent agreement or stipulation issued or entered into by the
11 board or its executive director under this chapter") and 32-1451.

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13 DATED this 8th day of May, 2015.

14 ARIZONA MEDICAL BOARD

15 By Patricia E. McSorley
16 Patricia E. McSorley
17 Executive Director

18 **CONSENT TO ENTRY OF ORDER**

19 1. Respondent has read and understands this Interim Consent Agreement for
20 Practice Limitation. Respondent acknowledges he has the right to consult with legal
21 counsel regarding this matter.

22 2. Respondent acknowledges and agrees that this Interim Consent Agreement
23 is entered into freely and voluntarily and that no promise was made or coercion used to
24 induce such entry.
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1 3. By consenting to this Interim Consent Agreement, Respondent voluntarily
2 relinquishes any rights to a hearing or judicial review in state or federal court on the
3 matters alleged, or to challenge this Interim Consent Agreement in its entirety as issued,
4 and waives any other cause of action related thereto or arising from said Interim Consent
5 Agreement.

6 4. The Interim Consent Agreement is not effective until approved and signed by
7 the Executive Director.

8 5. All admissions made by Respondent are solely for final disposition of this
9 matter and any subsequent related administrative proceedings or civil litigation involving
10 the Board and Respondent. Therefore, said admissions by Respondent are not intended
11 or made for any other use, such as in the context of another state or federal government
12 regulatory agency proceeding, civil or criminal court proceeding, in the State of Arizona or
13 any other state or federal court.

14 6. Upon signing this Interim Consent Agreement, and returning this document
15 (or a copy thereof) to the Board's Executive Director, Respondent may not revoke the
16 consent to the entry of the Interim Consent Agreement. Respondent may not make any
17 modifications to the document. Any modifications to this original document are ineffective
18 and void unless mutually approved by the parties.

19 7. This Interim Consent Agreement is a public record that will be publicly
20 disseminated as a formal ***non-disciplinary*** action of the Board.

21 8. If any part of the Interim Consent Agreement is later declared void or
22 otherwise unenforceable, the remainder of the Interim Consent Agreement in its entirety
23 shall remain in force and effect.

24 9. Any violation of this Interim Consent Agreement constitutes unprofessional
25 conduct and may result in disciplinary action. A.R.S. § § 32-1401(27)(r) ("[v]iolating a

1 formal order, probation, consent agreement or stipulation issued or entered into by the
2 board or its executive director under this chapter") and 32-1451.

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Michael Joseph Nanaszko, M.D.

DATED: 5/8/2015

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6 EXECUTED COPY of the foregoing e-mailed
7 this 8th day of May, 2015 to:

8 Michael Joseph Nanaszko, M.D.
Address of Record

9 Greenberg and Sucher, P.C.
10 Address of Record

11 ORIGINAL of the foregoing filed
12 this 8th day of May, 2015 with:

13 Arizona Medical Board
14 9545 E. Doubletree Ranch Road
15 Scottsdale, AZ 85258

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17 Arizona Medical Board Staff
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